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CTC

LONG-TERM LEASE

(Providing for New Construction by Lessee)

THIS INDENTURE made the 13<sup>th</sup> day of July, 1972 between Board of Aviation Commissioners of the City of Columbus, Indiana, organized under the laws of the State of Indiana, and having its principal office at Building #144, Bakalar Municipal Airport, Columbus, Indiana, hereinafter called the Landlord, and Arvin Industries, Inc., an Indiana Corporation with its principal offices at 1531-13th Street, Columbus, Indiana, hereinafter called the Tenant.

WITNESSETH: That the Landlord, in consideration of rents, terms, covenants, conditions and agreements hereinafter reserved and contained on the part of the Tenant to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said Tenant and the Tenant does hereby take and hire from the Landlord:

(1) Description of Property: All that certain lot, piece or parcel of land with the improvements thereon, situate, living and being in Bartholomew County, Indiana, and more particularly described in Schedule "A" attached hereto.

(2) Restrictions, Leases, Violations, etc., to Which Property is Subject: The aforesaid Premises are leased subject to all applicable zoning laws and building restrictions, and subject to approval of Federal Aviation Administration.

(3) Habendum Clause and Term of Lease: Tenant, his legal representatives and assigns, to have and to hold the said premises with their appurtenances for and during the full term of twenty (20) years, commencing on the 1st day of July, 1972 and ending on the 30th day of June, 1992, hereinafter called "said term," except that if this lease be renewed, the words "said term" shall also include all renewal terms.

(4) Option of Tenant to Renew Lease: The Tenant is hereby given Four (4) separate options to renew the term of this lease for successive periods of Ten (10) years each from and after the expiration of the initial term hereof (said renewal periods Ten (10) years each being hereinafter sometimes referred to respectively as the "First Renewal Period," the "Second Renewal Period," the "Third Renewal Period," and the "Fourth Renewal Period," provided that with respect to each renewal period this lease shall be in full force and effect immediately prior to the date of the commencement of such renewal period. If the Tenant desires to exercise the option herein given to renew the lease for the Renewal Periods, it shall give the Landlord written notice of its intention to do so on or before Six (6) months prior to the expiration of the initial term hereof, and of each succeeding Renewal Period. Each renewal term shall be on the same terms, covenants and conditions as in this lease provided, except that (a) there shall be no provision for the renewal of the term of this lease beyond the "Fourth Renewal Period."

(5) (A) Rental: Tenant shall pay therefore to the Landlord, for the areas used, a net rent of:

AREA (A)	\$ <u>20,000</u>	If Areas A and B are not used, and Area D substituted:
AREA (B)	\$ <u>400</u>	
AREA (C) 19.5 Acres	\$ <u>9,600</u>	AREA (C) 19.5 Acres \$ <u>9,600</u>
		AREA (D) \$ <u>3,000</u> for each

year of said term all of which said net rent shall be payable in equal monthly payments in advance on the 1st day of each and every month during the said term, except that the rent for the first month, namely, July, 1972 shall be paid on the execution and delivery of this lease, receipt whereof, on payment of check therefor, is hereby acknowledged; and in addition thereto all such duties, taxes, assessments, general or special, ordinary or extraordinary, water taxes, rates and/or meter charges, charges for water meters and charges for setting meter in any building which may hereafter be erected upon said Premises or any part thereof and any and all other sums, payments or licenses laid, levied, assessed, charged, or imposed upon or growing due and payable out of or liens upon, or for or by reason of, said demised premises or any part thereof, the leasehold estate hereby created, and the streets in front of or appurtenant to the same, by virtue of any present or future law of the United States of America, or of the State of Indiana, or of any county, municipality or other political subdivision thereof, or any present or future law, order or ordinance of the City of Columbus, or of any department, bureau or officer thereof, except the Board of Aviation Commissioners, and each and every other sum or sums of money which in any event or upon any contingency herein mentioned or provided for, or pursuant to any covenant or provision hereof, is or may become due and payable by said Tenant, all of which payments and sums in addition to the net rent are hereinafter called "additional rent." All "additional rent" is hereby made and declared to be rent and to be due and payable as rent by the Tenant under this lease at the time and in the manner herein provided.

(B) The Lessee shall pay to the Lessor for every year of the extended term(s) of this lease rent at the rate of \$30,000 per year plus an additional sum, if any, which is sufficient to give to Lessor for each year of extended term(s) a total net rent which is equal to the purchasing power of \$30,000 during the month of June, 1982.

The amount of said additional sum shall be arrived at as follows:

Take the Consumer Price Index (referred to hereinafter as "the CPI"), for all items of the Bureau of Labor Statistics of the United States Department of Labor for the base month ending the 30th day of June, 1982, and for the month ending on the 30th day of June, 1992, and for the last month of June in each lease term thereafter. In the event that the CPI for the month of June, 1992 and for the last month of June in each lease term thereafter indicates a decrease in the purchasing power of \$30,000 as compared, in each such case, with the CPI for the month ending on the 30th day of June, 1982, Lessor shall furnish Lessee, as soon as possible after delivery of each CPI subsequent to the CPI for the said base month, with the computation of the additional sum, if any, to be paid Lessor for the particular lease term. The said additional sum shall be paid in 12 equal monthly installments during each such lease year. Lessee shall continue to pay the net rent at the rate of \$30,000 per year pending determination of the additional sum, if any, payable by Lessee. Lessee shall, on the first day of the month immediately following the date on which Lessor has furnished Lessee with the computation of the additional sum payable by Lessee, pay to Lessor the number of installments that shall have elapsed from the beginning of the particular lease year through the first day of said month.

This lease is granted and accepted upon the foregoing and upon the following conditions and covenants to all and every one of which the parties consent.



(C) In the event that the CPI is no longer published or issued or if either the Lessor or the Lessee is, at that time, of the opinion that the CPI does not accurately reflect the purchasing power of \$30,000 in relation to the base date, the parties agree to use another index which then enjoys general recognition and acceptance for similar determinations of purchasing power. In the event that the parties cannot agree on the selection of an index, or if there is a dispute as to the computation of the additional rent, the issue shall be determined by arbitration as provided for in this lease.

(6) Tenant's Payment of Taxes, Assessments and Charges: The Tenant shall at the Tenant's own proper costs and charges, bear, pay and discharge all such "additional rent" laid, levied, assessed or imposed upon or growing due and payable or liens resulting therefrom upon or out of the demised premises or any part thereof, and the streets in front of or appurtenant to same, by virtue of any present or future law of the United States of America, or of the State of Indiana or of any county, municipality or political subdivision thereof, or of any present or future law, order or ordinance of the City of Columbus, or of any department, bureau or officer thereof, except the Board of Aviation Commissioners, and shall from time to time, upon reasonable request, exhibit vouchers and receipts for said payments to the Landlord, and in default of the payment of any of such sums by the Tenant for Sixty (60) days after any of said sums shall have become payable, the Landlord may, upon two days' written notice to the Tenant, pay the same, and the provisions contained in Article (24) shall apply, provided that should any such items of additional rent be payable without penalty or interest for more than thirty days after the same becomes payable, then the time in which Tenant may pay the same shall expire five days prior to the last day on which such payment without interest or penalty may be made.

(7) Right of Tenant to Contest Taxes, Assessments and Other Charges Against Property: The tenant shall have the right in good faith to contest or review by legal proceedings or in such other manner as he deems suitable, (which proceedings, if instituted, shall be conducted promptly at Tenant's expense and free of expense to the Landlord) any such "additional rent" laid, levied, assessed or imposed upon or growing due and payable out of or liens upon, or for or by reason of the said demised premises or any part thereof, and the streets in front of or appurtenant to the same, provided he shall have deposited with the Landlord the amount of such "additional rent" to be contested or shall have delivered to the Landlord a surety bond in such an amount, in form and in a company satisfactory to the Landlord, and in case any such "additional rent" shall as a result of any such proceedings or otherwise be reduced, cancelled, set aside or to any extent discharged, and upon the determination of such proceedings, the Tenant shall pay the amount that shall be finally assessed or imposed against said premises or be adjudicated to be due and payable as any such disputed or contested "additional rent". Upon such determination, the Landlord shall return the Tenant's deposit without interest, provided the Tenant shall have paid, and submitted proper evidence of payment of, such "Additional Rent."

In lieu of making the deposit hereinabove provided for, the Tenant may pay such item of contested additional rent to the appropriate public authority, under protest. The Landlord will join in any contest or protest provided for in this paragraph at the request of the Tenant, but at the Tenant's sole cost and expense, and as a condition of such joinder may require reasonable indemnity against costs or other damage by reason of such joinder.



(8) Right to Construct Buildings: The Tenant shall have the right to construct buildings and improvements, as he desires, subject to the terms of this lease, and the Landlord hereby appoints and constitutes the Tenant the Landlord's true and lawful attorney in fact in the Landlord's name to apply for and secure from any governmental authority having jurisdiction thereover any permits or licenses which may be necessary in connection with the construction of any new building and the making of any alterations, additions, changes and repairs, and the Landlord agrees upon request by the Tenant to execute or join in the execution of any application for such permits and licenses.

(9) Repairs to Be Made by Tenant: Any and all buildings and improvements which are now or may be erected or placed on said demised Premises at any time during said term shall be kept outside and inside, including in good and substantial order and repair by the Tenant at his sole cost and expense, and the Tenant shall comply with all laws, ordinances, orders, regulations, rules, requirements, notices, violations, and penalties (hereinafter called said legal requirements) of every kind and nature, and whether the same or any of them relate to ordinary or extraordinary, structural or nonstructural, changes or requirements to or in and about said premises or any building thereon. The Tenant shall have the right to contest the validity of or seek a variance from or review said legal requirements by legal proceedings or in such other manner as he deems suitable, and may have, if able, said legal requirements cancelled, removed or revoked without actual compliance with the same, and if such actions or proceedings are instituted, they shall be conducted promptly at the expense of the Tenant and free of expense to the Landlord. If at whenever said legal requirements shall become absolute against the Tenant and the demised Premises, or against the Landlord, after contest thereof, the Tenant shall then comply with the same due diligence, and in default thereof for ten days, the Landlord may comply therewith and the cost and expense of so doing may be paid by the Landlord and the provisions contained in Article (24) shall apply. Tenant shall have no liability to repair or maintain the existing drainage system that lies outside its leased area. Landlord agrees to maintain such offsite drainage system.

The Landlord will join in any contest provided for in this Article at the request of the Tenant, but at the Tenant's sole cost and expense, and as a condition of such joinder may require reasonable indemnity against cost or other damages by reason of such joinder.

(10) Net Lease Clause: It is the intention of these presents that the Landlord shall receive the rents and "additional rents" reserved herein, and all sum or sums which shall or may become payable hereunder by the Tenant under any contingency free from all taxes, charges, expenses, damages and deductions of every kind or sort whatsoever, and that the Tenant shall and will and hereby expressly agrees to apply all such "additional rent" and such other sums which, except for the execution and delivery of these presents, would have been chargeable against said premises and payable by the Landlord. The Tenant, however, shall not be under any obligation to pay any interest on any mortgages which may be a lien against the fee simple of said premises or the Landlord's estate or interest therein, or any franchise or income tax which is or may become payable by the Landlord or any gift, inheritance, transfer, estate or succession tax by reason of any existing law or any law which hereafter may be enacted. Tenant shall be notified of any assignment of rents by the Landlord. During the term hereof and any lease renewal periods hereunder, Landlord shall not sell the Premises hereunder without written permission of the Tenant. Such permission should not be unreasonably withheld.

(11) Restrictions on Tenant's Use of Property: The Tenant shall use the said premises solely for industrial buildings and uses, and offices of a proper, legal and moral character, and the Tenant covenants that neither the demised Premises nor any part thereof shall be used for any unlawful purpose.

The runway and taxi strip will be used for high speed testing of all types of motor vehicles and possibly alternate power systems.

Acoustical development may necessitate the evaluation of motor vehicles with loud or no silencing means and may result in other vehicle noise such as tires, gears, air intake, etc.

Structural development necessitates evaluation of extreme loads of acceleration and braking and backfiring the systems many times with resultant noise.

The building site will house prototype sheet metal fabrication, acoustical and emission control laboratories, engine stand dynamometers, outside chassis dynamometers and road simulators with resultant output of exhaust gas and vehicle noise.

If any of the above uses are prohibited by law at some future date, Tenant shall have the right to terminate this lease. If Tenant terminates this lease under this clause, he shall vacate and surrender possession of the Premises.

(a) The Landlord shall have the option to cancel the Lease on Area A and Area B if these leased premises are required for aviation uses for the site of Columbus Municipal Airport. The rental of the Area A and B will be deducted from the total rental.

In the event of such cancellation for such purposes, the Landlord shall make available to the Tenant Area D, as a site for construction, by the Tenant, of a test track. The rental for Area D shall be added to the rental due Landlord for Area C to arrive at the total rental due Landlord by the Tenant.

The Tenant is hereby granted the option to lease, under the terms and conditions hereof, Area D if his lease of Area A and B are cancelled under the Landlord's option above. This option shall be the total compensation due to Tenant upon the cancellation of the lease of Area A and B.



(12) Indemnification of Landlord Against Claims: The Tenant shall hold the Landlord harmless against any and all claims, damages arising after the commencement of said term and any orders, ~~decrees~~ or judgments which may be entered herein, brought for damages or alleged damages resulting from any injury to person or property or from loss of life sustained in or about the said demised Premises and the buildings and improvements thereon, or streets in front of or appurtenant thereto, by any person or persons whatever. Tenant shall not, however, be responsible for any damages arising from negligence of the Landlord.

(13) Termination of Lease on Total Condemnation: If at any time during the term hereof the whole of the Premises shall be taken for any public or quasi public use, under any statute, or by right of eminent domain (whether such taking be before or after completion of the New Building), then, in such event, when possession shall have been taken thereunder of the Premises by the condemning authority, the term hereby ~~granted~~, and all right of the Tenant hereunder, shall immediately cease and terminate, and the rent shall be apportioned and paid to the time of such termination.

(14) Tenant's Right to Value of New Building in Case of Total Condemnation: If, pursuant to the provisions of this Article, this Lease shall have been terminated and if prior to such termination the Tenant shall have completed, erected, or be engaged in the erection of the New Building, pursuant to the provisions of this Lease, the Tenant shall be entitled, anything to the contrary hereinbefore stated notwithstanding, to interpose and prosecute in any condemnation proceedings, a claim for the value of this Lease. The Landlord shall in any event, however, be entitled to receive the award for the full value of the land, as set out in the award damages.

The Tenant shall continue to pay hereunder until such time as the Tenant shall be required to surrender possession of the premises as a consequence of such taking or condemnation, and any taxes paid by the Tenant shall be adjusted and an appropriate refund made to the Tenant, unless otherwise reimbursed.

(15) Partial Condemnation (Tenant to Make Complete Unit of Uncondemned Portion, Costs Payable Out of the Condemnation Award): If only part of the building shall be taken or condemned, the entire award shall belong to the Tenant without any deduction therefrom for any estate or interest of the Landlord, and the Landlord hereby assigns to the Tenant any and all such award with any and all rights, estate and interest of the Landlord now existing or hereafter arising in and to the same or any part thereof, provided, however, that the Tenant shall promptly and without delay, except for strikes, lockouts, labor or material shortages beyond the Tenant's reasonable control, governmental restrictions or priorities, or Acts of God, make a complete architectural unit of the remainder of the building on the Premises, and for such purposes the Tenant shall receive and hold in trust the amount of the award relating to the building and shall pay therefrom the cost of such work. There shall be no abatement of rent during the period of such work. The rent payable hereunder after the date the Tenant is required to surrender possession of the part of the Premises as shall be so taken or condemned shall be adjusted and apportioned in such manner as may be fair and equitable and as to the parties hereto may agree; and if the parties hereto cannot so agree then such rent shall be fixed and settled by arbitration as provided in the Arbitration Article herein.



(16) Tenant's Option to Cancel Lease on Substantial Reduction of Premises Through Condemnation: If the part of the Premises so taken or condemned shall reduce the Premises to such extent as to prevent the Tenant from continuing the substantial operation and conduct of its business on the Premises, then the Tenant shall have the right, at the Tenant's election to cancel and terminate this Lease. If the Tenant shall exercise such right of cancellation, the Tenant shall receive that portion of the award relating to any New Building constructed or in the process of being constructed by Tenant and continue to pay rent hereunder until such time as the Tenant shall surrender possession of the Premises, and thereupon and thereafter the Tenant shall be released and discharged from all further obligations to pay rent hereunder. The Tenant's said option to cancel and terminate shall be exercised by notice to that effect given by the Tenant to the Landlord within Thirty (30) days after the date when the Tenant shall surrender possession of the portion of the Premises so taken.

(17) Insurance: During the term hereof, the Tenant at its own cost and expense and as additional rent shall:

(a) Public liability insurance: Provide and keep in force in such form as the Landlord shall reasonably direct, public liability, elevator and boiler insurance policies protecting the Landlord against any and all liability arising out of the Tenant's use of the Premises, and in the amounts of not less than One Million Dollars (\$1,000,000) in respect to any one accident or disaster and in the amount of not less than One Hundred Thousand Dollars (\$100,000) in respect to injuries to any one person.

(b) Premiums to be paid by tenant: All premiums and charges for all of said policies shall be paid by the Tenant and if the Tenant shall fail to make any such payment when due, or carry any such policy, the Landlord may, but shall not be obligated to, make such payment or carry such policy, and the amount paid by the Landlord, with interest thereon, shall be repaid to the Landlord by the Tenant on demand, and all such amounts so repayable together with such interest, shall be considered as additional rent payable hereunder, for the collection of which the Landlord shall have all of the remedies provided in Article (24) herein or by law provided for the collection of rent. Payment by the Landlord of any such premium or the carrying by the Landlord of any such policy shall not be deemed to waive or release the default of the Tenant with respect thereto.

(c) Renewal of Insurance: By renewal date of the coverages stipulated above, Tenant shall deliver to Landlord Certificates evidencing renewal of such coverages. Each certificate shall provide that 10 days written notice of any change in or cancellation of the coverages so evidenced shall be given by the insurance companies to the Landlord.

(d) Compliance with insurance company requirements: The Tenant shall not violate or permit to be violated any of the conditions or provisions of any such policy, and the Tenant shall so perform and satisfy the requirements of the companies writing such policies that at all times companies of good standing satisfactory to the Landlord shall be willing to write and/or continue such insurance.

(e) Liability policies - coverage: Liability policies specified in subdivision (a) of this Article shall cover the entire buildings and premises as well as the sidewalks in front of or adjacent there-



to. A liability policy or policies covering the Landlord and the Tenant, as their interests may appear, but otherwise in the form hereinbefore provided, shall be deemed a compliance with this covenant.

(c) Insurance to cover leasehold mortgage: Wherever reference is made to the Lease to the Landlord or Landlord and Tenant being insured, such policy may be written to cover in addition, the interest of the Leasehold Mortgagee if required by such Leasehold Mortgagee.

(18) No Abatement of Rent in Event of Destruction of, or Damage to Property: Neither the partial nor total destruction of any building on the Premises by fire, elements or any other cause shall in any manner affect this Lease or the rights and obligations of the Tenant thereunder and the rent shall not abate, diminish or cease.

(19) Reimbursement of Funds Expensed by Landlord Due to Tenant's Failure to Perform: In case the Landlord shall pay or be compelled to pay any sum of money or do any act which shall require the expenditure or payment of any sum by reason of the failure of the Tenant, after such notice, if any, as the Tenant by the terms of this lease may be entitled to, to perform any one or more of the terms, covenants, conditions or agreements herein contained, the Tenant shall immediately repay the same to the Landlord upon demand, and in default thereof then the sum or sums so paid by the Landlord, together with all interest, costs and damages, shall or may be added as additional rent to the next installment of rent becoming due on the next rent day, or on any subsequent rent day fixed by this lease, and shall for all purposes whatsoever be deemed to be rent due and payable on such rent day, or on any subsequent rent day, as said Landlord may at Landlord's option elect, and shall be payable as such, but it is expressly covenanted and agreed hereby that payment by the Landlord of any such sums of money or the doing of any such acts shall not be deemed to waive or release the default in the payment or doing thereof by said Tenant, or the right of the Landlord to recover possession, at Landlord's election, of the said demised premises by reason of Tenant's default with respect to any such payment or act.

(20) Surrender of Premises on Termination of Lease; Improvements to Become Landlord's Property: The Tenant shall, on or before the last day of term hereof (unless this Lease shall have been theretofore renewed, in which case on the last day of any renewal term), or upon the sooner termination of such term, peaceably and quietly leave, surrender and yield up unto the Landlord all and singular buildings, equipment and appurtenances on the Premises in good order, condition and state of repair, reasonable wear and tear and damage by the elements excepted, together with all alterations, additions and improvements, including air-conditioning equipment, machinery and ducts which may have been made upon the Premises, except movable furniture, movable personal property or movable trade fixtures put in at the expense of the Tenant or at the expense of the subtenant. All the property removable pursuant to the provisions of this Article shall be removed by the Tenant on or before the date hereinabove in this Article indicated and all property not so removed shall be deemed abandoned by the Tenant to the Landlord.

(21) Discharge of Liens by Tenant: If at any time during the demised term, whether during the period of construction or reconstruction of buildings, or at any other time, any liens of mechanics, laborers or materialmen, chattel mortgages, or conditional bills of sale, shall be filed against said demised premises or any part thereof, the Tenant will, at his own cost and expense, procure the same to be discharged by payment, bonding or otherwise, as provided by law, within Ten (10) days



after the giving by the Landlord to the Tenant of written notice that the same are filed, but nothing herein contained shall in anywise prejudice the rights of the Tenant to contest to final judgment or decree any such lien. The Tenant, upon reasonable notice and request in writing from the Landlord, shall also defend for the Landlord, at the Tenant's sole cost and expense, any action, suit or proceeding which may be brought on or for the enforcement of any such lien, chattel mortgage or conditional bill of sale and will pay any damages and satisfy and discharge any judgment entered in such action, suit or proceeding and save harmless the Landlord from any liability, claim or damages resulting therefrom. In default of the Tenant procuring the discharge, as aforesaid, of any such lien, chattel mortgage, or conditional bill of sale, the Landlord, may, without further notice, procure the discharge thereof by bonding or payment or otherwise, and all cost and expense to which the Landlord may be put in obtaining such discharge shall be paid by the Tenant, to the Landlord as additional rent in accordance with the provisions hereof. Chattel mortgages and conditional bills of sale filed against personal property of subtenants of the premises shall not be deemed a violation of this paragraph.

(22) Acts of Default Defined: Each of the following shall be deemed a default by the Tenant and a breach of this lease.

(a) Failure to pay the rent herein reserved, or any part thereof, other than additional rent, for a period of Thirty (30) days after notice;

(b) Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions in this Lease contained on the part of the Tenant to be done, observed, kept and performed, including failure to pay additional rent, for a period of Thirty (30) days after notice;

(c) The abandonment of the Premises by the Tenant, the adjudication of the Tenant as a bankrupt, the making by the Tenant of a general assignment for the benefit of creditors, the taking by the Tenant of the benefit of any insolvency act or law, the appointment of a permanent receiver or trustee in bankruptcy for the Tenant's property, the appointment of a temporary receiver which is not vacated or set aside within Thirty (30) days from the date of such appointment and any failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions in this Lease contained on the part of the Tenant to be done, observed, kept and performed. The occurrence of any of the acts or events enumerated in this subdivision (c) however, shall not be considered a default in respect to any Leasehold Mortgagee and the Leasehold Mortgagee shall nevertheless have all of the rights and privileges set forth in Article (22) hereof;

For the purposes of subdivision (b) of this Article (22), if the default complained of be a default other than one which may be cured by the payment of money, no default on the part of the Tenant in the performance of work required to be performed or acts to be done or conditions to be met shall be deemed to exist if steps shall have been in good faith commenced promptly by the Tenant to rectify the same and shall be prosecuted to completion with diligence and continuity.

(23) Landlord's Remedies in Event of Default: In the event of any such default, and at any time thereafter, the Landlord may serve a written notice upon the Tenant that the Landlord elects to terminate this Lease upon a specified date not less than Sixty (60) days after the date of

Serving such notice (except in the case of a default for nonpayment of rent, in which event such date shall be not less than Thirty (30) days after the expiration of any notice given under said subdivision. This Lease shall then expire on the date so specified as if that date had been originally fixed as the expiration date of the term here- in granted unless such default shall have been cured within the applicable period provided in said notice. No default or failure to perform by the Tenant shall be deemed waived unless waived by instrument in writing signed by the Landlord except that a default or failure to perform shall be deemed waived if such default or failure is fully and completely rectified before the expiration of the period specified in the notice of termination of this Lease served on the Tenant.

(24) Reentry by Landlord on Default: In the event this Lease shall be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the Premises, or any part thereof, shall be abandoned by the Tenant, the Landlord, or its agents, servants or representatives, may, immediately or at any time thereafter reenter and resume possession of the Premises or any part thereof, and remove all persons and property therefrom, either by summary dispossession proceedings or by a suitable action or proceeding at law, or by force or otherwise, without being liable for any damages therefor. No reentry by the Landlord shall be deemed an acceptance of a surrender of this Lease or a liquidation or satisfaction to any extent whatever of Tenant's liability to pay rent and additional rent as herein provided.

(25) Measure of Damages on Default: In the event that this Lease be terminated by summary proceedings, or otherwise as provided, or if the Premises shall have been abandoned, and whether or not the Premises be relet, the Landlord shall be entitled to recover from the Tenant, and the Tenant shall pay to the Landlord, in addition to any damages becoming due, the following:

(a) Expenses in recovering possession - maintenance costs: An equal amount to all expenses if any, including reasonable counsel fees, incurred by the Landlord in recovering possession of the damages shall be due and payable by the Tenant to the Landlord at such time as such expenses shall have been incurred by the Landlord.

(26) Landlord's or Tenant's Failure to Enforce Lease Provisions: The failure of the Landlord or Tenant to enforce any term, covenant, condition or agreement hereof by reason of its breach the the Tenant or Landlord after notice had, shall not be deemed to avoid or affect the right of the Landlord or Tenant to enforce the same term, covenant, condition or agreement on the occasion of the subsequent default or breach.

(27) Tenant's Right to Assign or Sublet: The Tenant may sub- lease or underlet the demised Premises in total, however, Tenant shall not have the right to subdivide the land area for use of more than one tenant. ~~Any sub-lease, assignment or subletting shall not be deemed a breach of this lease and shall not be subject to any lease provisions~~ *ad*



(28) Tenant's Right to Mortgage Leasehold; Notice to Landlord:

(a) The Tenant may mortgage this lease, including Tenant's leasehold estate in the land and the improvements and buildings thereon, subject at all times, however, to all covenants and conditions of this lease and to all the rights and remedies of the Landlord thereunder, but in no event shall there be at any time more than one existing mortgage of this lease.

(b) In the event of any mortgage permitted by this lease or any assignment thereof or any assignment of lease or similar instrument given on sale under foreclosure of such mortgage, the same shall be duly recorded according to law and written notice of such mortgage, assignment or similar instrument stating the date of the instrument and the date of its delivery and the date and place of recording and the name and address of the mortgagee, assignee, or purchaser as the case may be, signed and acknowledged by all of the parties to the transaction, shall be given to the Landlord with reasonable dispatch upon the consummation of such transaction. And the giving of such written notice shall be a condition precedent to the acquirement or exercise by any mortgagee, any mortgage assignee, or by any purchaser at a mortgage foreclosure sale in possession of the rights hereinafter conferred.

(29) Leasehold Mortgagee's Rights on Tenant's Default; Curing Defaults: If the Landlord shall elect to terminate this lease by reason of any default mentioned or described in this Lease, the Leasehold Mortgagee of this Lease, provided it has given the notice required herein, shall not only have and be subrogated to any and all rights of the Tenant with respect to curing of any default, but shall also have the right to postpone and extend the specified date for the termination of this Lease, fixed by the Landlord in a notice given pursuant to this lease to both Tenant and Leasehold Mortgagee for a period of not more than Six (6) months, provided such Leasehold Mortgagee shall promptly take all reasonable steps to cure any then existing default of the Tenant, continue promptly to pay the rent and no further defaults shall occur hereunder during such extended period and the Leasehold Mortgagee shall forthwith take steps to acquire the Tenant's interest in this Lease as a result of foreclosure of the mortgage, provided, further that if at the end of said Six (6) months period such Leasehold Mortgagee shall be actively engaged in steps to acquire the Tenant's interest herein the time of such Leasehold Mortgagee to comply with the provisions of this Article shall be extended for such period as shall be necessary to complete such steps with due diligence and continuity, provided that during any such extensions no further default shall occur, or shall have occurred hereunder by the Tenant or Leasehold Mortgagee. In the event of a default by the Tenant in possession as specified herein, the Leasehold Mortgagee shall nevertheless have the rights specified in this Article.

(30) Arbitration: Whenever under any provision of this lease it is provided that any question shall be determined by arbitration as provided in this article, such question shall be settled and finally determined by arbitration in the City of Columbus, Indiana in accordance with the rules then obtaining of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The cost of such arbitration shall be borne and paid by the parties equally.



(31) Manner of Giving Notices: Any notices required to be given under this Lease either by the Landlord to the Tenant, or by the Tenant to the Landlord, or by or to any mortgagee of the lease, shall be in writing, and the same shall be given and shall be deemed to have been served and given in the case of the Landlord when he shall have deposited such notice, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered in a post office, or branch post office in the City of Columbus, Indiana, addressed to the Tenant at 1531-13th Street, Columbus, Indiana, or to such other address as the Tenant shall hereafter actually furnish to the Landlord for that purpose, and in the case of the Tenant when he shall have deposited such notice enclosed in a wrapper with the proper postage prepaid thereon and duly registered in a post office or branch post office, in the City of Columbus, Indiana, addressed to the Landlord at Bakalar Municipal Airport, Columbus, Indiana, or to such other address as Landlord shall hereafter furnish to the Tenant for that purpose. Notice to any mortgagees when required shall be given in the same manner as notice is herein required to be given to the Tenant, sent to such mortgagee at the address given in the notice required by this lease or such other address as such mortgagee shall hereinafter furnish to the Landlord for such purpose.

(32) Landlord to Give Statement of No Default: The Landlord within Thirty (30) days after request in writing by the Tenant or any Leasehold Mortgagee of this Lease, will furnish a written statement, duly acknowledged, of the fact that this Lease is in full force and effect and that there are no defaults hereunder by the Tenant, if such is a fact.

(33) Covenant of Quiet Enjoyment: The Tenant upon payment of the rent, "additional rent", and all sums above reserved and upon the due performance of all the terms, covenants, conditions and agreements herein contained on the Tenant's part to be kept and performed, shall and may at all times during the term hereby granted, peaceably and quietly enjoy the demised premises, subject however, to the terms of this lease.

(34) Binding Effect of Agreement: All the terms, covenants, conditions and agreements herein contained shall in every case be binding on the respective heirs, legal representatives, successors and assigns of the parties hereto, and all terms, covenants, conditions and agreements contained herein shall be deemed to be not only for the benefit of and enforceable by the Landlord, but also by the successors, grantees, and assigns of the Landlord, and that the same shall be binding on and enforceable against not only the Tenant but also against the heirs, legal representative, successors and assigns of the Tenant, and that the Tenant shall not be discharged from any liability by any sublet of the whole of said premises, or any assignment of this lease, notwithstanding that the Landlord has notice of such sublet or assignment and has recognized such subtenant or assignee as a tenant hereunder.

(35) Landlord's Rights Cumulative: The rights given to the Landlord in this Lease are in addition to any rights that may be given to the Landlord by any statute, rule of Law, or otherwise.

IN WITNESS WHEREOF, this Lease has been duly executed by the Landlord and Tenant the day and year first above written.

ARVIN INDUSTRIES, INC.

By (E. William Luzzo)  
Vice President  
(John J. Thomas)  
Secretary

BOARD OF AVIATION COMMISSIONERS  
City of Columbus, Indiana

By (Bruce Warrick)  
Vice President  
(Joe E. Cunningham)  
Secretary

*At True Copy B. ... Thomas*



First Addendum to Long-Term Lease

THIS FIRST ADDENDUM TO LONG-TERM LEASE ("First Addendum") is entered into this 8<sup>th</sup> day of May, 2015, by and between the Board of Aviation Commissioners for the City of Columbus, Indiana ("Landlord") and Faurecia Emissions Control Technologies, USA, LLC ("Tenant").

WHEREAS, Landlord leased certain land at the former Columbus Airport ("Walesboro Property") to Arvin Industries, Inc. ("Arvin") in a Long-Term Lease dated July 1, 1972 ("Original Lease"); and

WHEREAS, Arvin's interest in the Original Lease was ultimately assigned to Tenant; and

WHEREAS, Tenant desires to potentially expand its operations at the Walesboro Property; and

WHEREAS, Landlord and Tenant desire to modify the terms of the Original Lease to facilitate certain testing, inspections, and other work related to Tenant's potential expansion.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, the parties agree as follows:

1. Description of Property. The leased Premises are described in Schedule "A" of the Original Lease. The Premises as originally leased included portions of those tax parcels currently identified as Parcel Numbers 03-85-14-130-000.100-021 ("Western Parcel") and 03-85-14-140-000.100-021 ("Eastern Parcel"). In addition to the portions of the Western Parcel and Eastern Parcel that were included in the Premises under the Original Lease, the Premises also included portions of the former airport runway for Tenant's use as a test track. Under the terms

of the Original Lease, the Premises included approximately One Hundred Thirty (130) acres of land.

Subject to the other terms of this First Addendum, Landlord hereby leases to Tenant the full Western Parcel and the full Eastern Parcel. The additional portions of the Western Parcel and the Eastern Parcel that are now leased as a result of this First Addendum are referred to as "Added Land". The Added Land totals approximately an additional Thirteen and One Hundred Twenty-Eight One Thousandths (13.128) acres. Leasing the Added Land will bring the total acreage leased by Tenant at the Walesboro Property to approximately One Hundred Forty-Three and One Hundred Twenty-Eight One Thousandths (143.128) acres.

An illustration showing the location of the Premises described in the Original Lease and the Added Land is attached as Exhibit "A". The parties acknowledge that this exhibit is intended only as an illustration and that it may be supplemented by more detailed surveys as the same become available.

2. Term of Lease. The term of the Original Lease shall remain unchanged for the land originally included as part of the Premises. Tenant is currently in the third of four renewal options described in the Original Lease. The third renewal option expires June 30, 2022. Should Tenant elect to exercise its fourth renewal option, the Original Lease would be extended through June 30, 2032.

The term of Tenant's lease for the Added Land shall begin on May 8, 2015, and continue through November 7, 2015. In the event no other agreements have been reached between Landlord and Tenant by November 7, 2015, Tenant's rights and obligations related to the Added Land shall cease at that time. At that time Tenant would continue to have all rights to the Premises described in the Original Lease, subject to the terms and conditions of the Original



Lease, and Tenant's leased acreage would return to the prior amount of approximately One Hundred Thirty (130) acres.

3. Rental. At the time of executing this First Addendum, Tenant is paying Seventy Thousand Eight Hundred Fifteen Dollars and Twenty-Four Cents (\$70,815.24) in annual rent for the Premises described in the Original Lease. This amount shall continue to be paid as provided in the Original Lease. Tenant will pay additional rent at the rate of Two Thousand Dollars (\$2,000.00) per acre per year for the Added Land ("Additional Rent"). During the term that Tenant leases the Added Land, Tenant shall pay the Additional Rent in equal monthly installments of Two Thousand One Hundred Eighty-Eight Dollars (\$2,188.00). The Additional Rent shall be paid to Landlord at the Columbus Municipal Airport at the same time that Tenant pays the existing rent due under the Original Lease.

In the event Tenant's rights to the Added Land end pursuant to Paragraph 2, Tenant shall no longer owe Additional Rent for the Added Land, and Tenant's sole obligation shall be the rent owed under the Original Lease.

4. Option to Request Consideration as Economic Development Project. At any time following the execution of this First Addendum and up until November 7, 2015, Tenant shall have the option to request Landlord consider a sale of the Western Parcel and/or the Eastern Parcel pursuant to the provisions of Indiana Code 36-1-11-4.2. This statute authorizes certain sales to take place which promote economic development projects and facilitate land use planning. Landlord recognizes Tenant's contributions to the local economy as a significant employer and as a partner to other local industries, and Landlord believes that a sale that would facilitate potential Tenant expansion could be an appropriate economic development project as

envisioned by the statute. In the event Tenant is interested in purchasing the Western Parcel and/or the Eastern Parcel, it shall inform Landlord of its interest to do so. If a sale of either or both parcels is completed, Tenant's rent due under the Original Lease and under this First Addendum shall be reduced by an amount equal to the acreage no longer being leased multiplied by the applicable per acre rent amount.

The parties recognize that any sale process would involve Landlord obtaining two (2) professional appraisals of any property to be sold and that the property could not be sold for less than the average of two (2) appraisals. Tenant acknowledges that the conditions of a sale may include the cost of obtaining the appraisals, as well as any surveying or other professional expenses necessary to facilitate a sale.

Tenant acknowledges that, at the time of making this First Addendum, Landlord has begun the process of requesting proposals for the possible development of the full Walesboro Property. In order to facilitate this larger project, Landlord may require certain conditions as a part of any sale of the Western Parcel and/or Eastern Parcel, including, but not limited to, the location, type, and standard of access for any transferred property; the reservation of right-of-way corridors; or the escrowing of funds for later development.

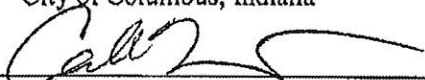
No option is granted for the portions of the Premises described in the Original Lease that extend beyond the Western Parcel and the Eastern Parcel, commonly referred to as the test track.

5. Remaining Terms. All terms and conditions of the Original Lease not expressly changed by this First Addendum shall remain in full force and effect unless later changed in a written agreement between Landlord and Tenant.

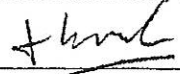


IN WITNESS WHEREOF, the parties have executed this First Addendum to Long-Term  
Lease on the date indicated above.

LANDLORD:  
Board of Aviation Commissioners  
City of Columbus, Indiana

By:   
Caleb Tennis, President, Board of Aviation

TENANT:  
FAURECIA EMISSIONS CONTROL  
TECHNOLOGIES, USA, LLC

By:   
Print: Thomas Smith CFO F&E